CBS TELEVISION STATIONS



KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Terry Granger General Manager Northland Communications Corp. East Highway 31 Kerens TX 75110

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u>
Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT**, **Fort Worth/Dallas**, **TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Kerens Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, C

or ou	1 SHALL	Ju	V IC VV	CI D	10 6	шψ	ly.			
W.T.	700	9	225		000	13	186	Ξ3	47	03
PS Form 3800 August 2006 See R	Sireet, Apt. NG; or PO Box No. City, State, ZIF+4	Sent To	Total Postage & Fees \$	Restricted Delivery-Fee- (Endorsement Required)	Return Raceipt Fee (Endorsement Required)	Od ullod Fee	Postage \$		0	(Domestic Mail Only; No Insurance Cove





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Terry Granger General Manager Northland Communications Corp. East Highway 31 Kerens TX 75110

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider





KTVT/KTXA | 5233 BRIDGE STREET | FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 **cbs**dfw.corr

Terry Granger General Manager Northland Communications Corp. East Highway 31 Kerens TX 75110

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

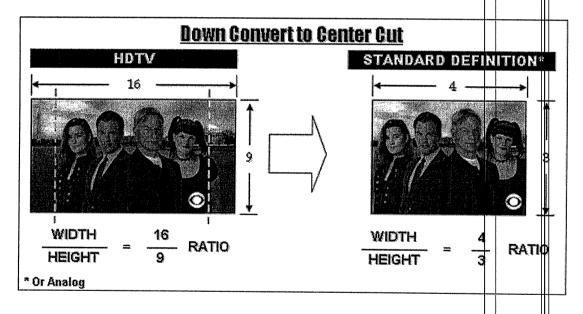
This is in regard to retransmission consent to carry the signal of <u>KTVT-DT, Fort Worth/Dallas TX</u> system operated by <u>Northland Communications Corp.</u> ("Operator") with its headend located at <u>Kerens Texas</u> ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below to all of its subscribers; (vi) System serves

subscribers residing in the **Dallas/Fort Worth** DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and

for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: NORKTVTKERE461

PASSWORD: XturQt&\$

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider

CBS TELEVISION STATIONS

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> <u>Retransmission Consent Election</u>

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT. Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **DeLeon Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship or mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.

<u>۔</u> m	CERTIFIED MAIL RE (Domestic Mail Only; No Insurance					Coverage Provided)				
38	For delivery information vi			our websi	1110	at www.usps.com				
1863	Postage	\$		8 //***						
0003	Certified Fee					Postmark				
	Return Receipt Fee (Endorsement Required)					Here				
	Restricted Delivery Fee (Endorsement Required)					J				
2250	Total Postage & Fees	\$			-					
	Sent To		Cape Canal		I					
7009	Street, Apt. No.; or PO Box No.									
•	City, State, ZIP+4									
	PS Form 3800, August 2006					See Reverse for Instruction				

August 22, 2011





KTVT/KTXX 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451 1111 (214) 750 1111 cbsdfw.cor

Kerry Stratton General Manager **RB3 LLC** 515 E. Longview Street Arp TX 75750

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at CBSretrans2011@cbs.com.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs com.

Sincerely,

Gary W. Schneider

President & General Manager

Gerald Hunter General Manager Wayne Cramp





KTVT/KTXA 5233 BR DGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

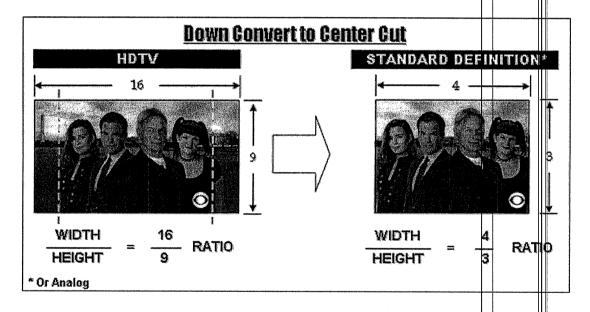
This is in regard to retransmission consent to carry the signal of **KTVT-DT**, **Fort**Worth/Dallas TX system operated by **RB3 LLC** ("Operator") with its headend located at **DeLeon**, **Texas** ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all d System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers. or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: RB3KTVTDELE565

PASSWORD: AfcGdr%&

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider President & General Manager

U.S. Postal Service™ CERTIFIED MAIL, RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) Postage Certified Fee Postmark Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee (Endorsement Required) Total Postage & Fees | \$ General Manager Access Advisory Group-ADS Street, Apt. No.: 11449 Challenger Ave or PO Box No. City. State. ZIP+4 Odessa FL 33556 August 22, 2011 Re: KTVT-DT Fort Worth/Dallas TX

Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT FORT** WORTH/DALLAS TX ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in Ashleye Village, Texas for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of all existing agreement).

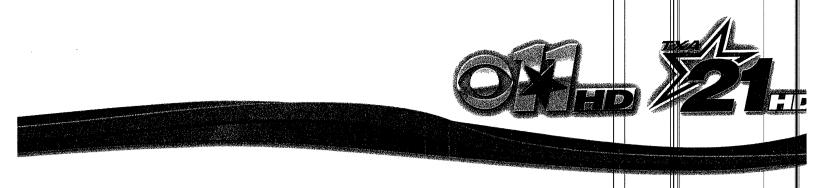
Please be assured that we look forward to continuing our relationship on mutual satisfactory terms and providing great programming for our shared viewers to enloy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.



General Manager Access Advisory Group-ADS 11449 Challenger Ave Odessa FL 33556

August 22, 2011

Dear General Manager:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider



General Manager Access Advisory Group-ADS 11449 Challenger Ave Odessa FL 33556

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas

Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

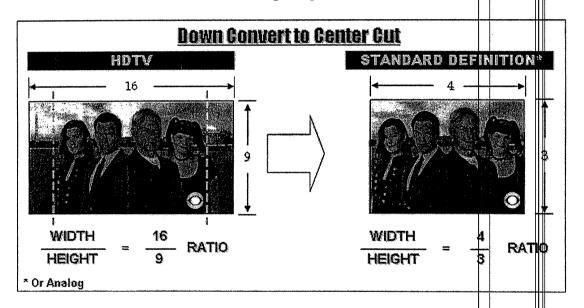
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by Access Advisory Group-ADS ("Operator") with its headend located at Ashleye Village, Texas ("System")

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers: (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; Operator transmits Station's signal in such format or formats as may be hecessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below, to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter "program related materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal.

and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and

affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

Gary W. Schneider

	디	U.S. Postal S CERTIFIED (Domestic Mail O	EIPT overage Provided	EIPT verage Provided)			
	-1 TB	For delivery information	ation vis	t our website	at www.usps.com⊚		
	984 0000 O'	Postage	\$		Postmark Here		; ;
A CONTRACTOR OF THE PROPERTY O		Certified Fee					1
		Return Receipt Fee. (Endorsement Required)				9	
		Restricted Delivery Fee (Endorsement Required)				1	. 1
Ms. Lisa McDaniels		Total Postage & Fees	\$	\$		L	_
Torrence Cablevision	7011	Sent To					ĺ
P.O. Box 6003		Street, Apt. No.; or PO Box No. City, State, ZIP+4					ĺ
Ridgeland MS 39158							ĺ
		PS Form 3800, August 2	2006		See Reverse for Instr	uctions	
					1		

Re: <u>KTVT-DT Fort Worth/Dallas TX</u> <u>Retransmission Consent Election</u>

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Campbell, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.



Ms. Lisa McDaniels Torrence Cablevision P.O. Box 6003 Ridgeland MS 39158

August 22, 2011

Dear General Manager:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider



Ms. Lisa McDaniels Torrence Cablevision P.O. Box 6003 Ridgeland MS 39158

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas

Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

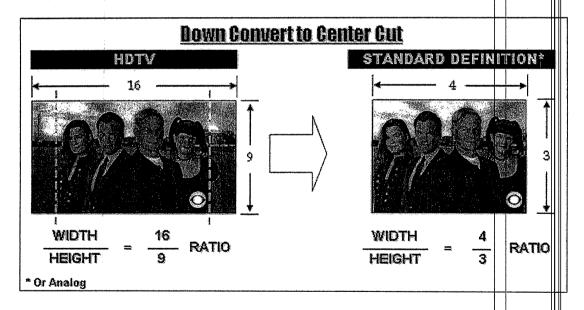
This is in regard to retransmission consent to carry the signal of <u>KTVT-DT</u>, <u>FORT WORTH/DALLAS TX</u> ("Station") on a system operated by <u>Torrence Cablevision</u> ("Operator") with its headend located at <u>Campbell</u>, <u>Texas</u> ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below, to all of its subscribers; (vi) System

serves subscribers residing in the **Dallas/Fort Worth** DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise.

Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

Gary W. Schneider